



Policy SY19-20.3: Service Animal Procedure
APPROVED 1-23-20

A. Definitions

1. "Service Animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. In certain instances, miniature horses may be treated the same or similarly to service animals. Other species of animals, whether wild or domestic, trained or untrained, are not eligible to be service animals for purposes of this definition.

The work or tasks performed by a service animal is be directly related to the handler's disability. Examples of work or tasks include, but are not limited to:

- a. Assisting individuals who are blind or have low vision with navigation and other tasks; alerting individuals who are deaf or hard of hearing to the presence of people or sounds; providing non-violent protection or rescue work
- b. Pulling a wheelchair
- c. Assisting an individual during a seizure
- d. Retrieving items such as medicine or the telephone, providing physical support and assisting with balance and stability to individuals with mobility disabilities
- e. Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors

The crime deterrent effects of an animal do not constitute work or tasks for the purposes of this definition. Also, therapy or emotional support animals may be used in certain medical or therapeutic contexts but are not "service animals" as that term is defined in law or this policy.

2. "Service Animal-in-training" means a dog that is being trained as a service animal. ("Service Animals-in-training" does not mean a miniature horse.)
3. In accordance with state law, "Trainer of a Service Animal" means a person who is qualified to train dogs (and not miniature horses) to serve as service animals.
4. "Direct threat" means a significant risk to the health and safety of others that cannot be eliminated by a modification of policies, practices or procedures. In determining whether an individual poses a "direct threat" to the health or safety of others, Thomas MacLaren School will make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

B. Admission of Service Animals-in-Training

A trainer of a service animal may be accompanied by a service animal that the trainer is in the process of training in Thomas MacLaren School facilities and vehicles, on Thomas MacLaren School grounds and at Thomas MacLaren School functions.

1. Owners of a service dog used in Thomas MacLaren School facilities on a routine and recurring basis should provide annual proof of the following vaccinations: DHLPPC (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, Coronavirus), Bordetella, and Rabies.
2. Owners of service miniature horses used in Thomas MacLaren School facilities on a routine and recurring basis should provide annual proof of the following vaccinations: Equine Infectious Anemia (Coggins Test), Rabies, Tetanus, Encephalomyelitis, Rhinopneumonitis, Influenza, and Strangles.
3. All service animals must be treated for and kept free of fleas and ticks.
4. All service animals must be kept clean and groomed to avoid shedding and dander and not have an offensive odor.

C. 504 Plans and Individualized Education Plans

If a student has either a 504 plan or an individualized education plan ("IEP"), the service animal may be included in the 504 plan or IEP under the following conditions:

1. In the case of a 504 plan, if use of a service animal is necessary to avoid discrimination on the basis of a disability, to enable the student to participate in or benefit from Thomas MacLaren School services, programs or activities (except as otherwise provided by this policy or by applicable law) or to provide the student with a free appropriate public education ("FAPE") as defined by section 504; and
2. In the case of an IEP, if use of a service animal or other animal is required for the student to receive a FAPE in the least restrictive environment (LRE) as defined by the Individuals with Disabilities Education Act.

A student with a service animal who does not have a 504 plan may request that such a plan be developed. A student with a disability may be accompanied by a service animal regardless of whether the service animal is written into a 504 plan or IEP, subject to any conditions or limitations established by this policy or by applicable law.

D. Inquiries

Before a service animal will be allowed in a Thomas MacLaren School facility or vehicle, on Thomas MacLaren School grounds or at Thomas MacLaren School functions, the owner or handler of the animal, to the extent it is not readily apparent, may be asked questions regarding the following:

1. Whether the animal is required because of a disability; and
2. The type of work or task the animal has been trained to perform

E. Care and Supervision of Service Animal

The owner/handler of a service animal shall be solely responsible for:

1. Supervision and care of the animal, including any feeding, exercising, walking to relieve, clean up and stain removal; and
2. Except as provided below, harnessing, leashing or tethering the animal.

Thomas MacLaren School is not responsible for the care and supervision of a service animal.

F. Identification of Service Animal

It is recommended that a service animal wear a harness, saddle bag or vest which identifies him/her as a service animal. A service animal must always be on a harness, leash or other tether unless either the handler is unable because of a disability to use a harness, leash or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

G. Reasonable Accommodation / Facilities, Vehicles, Grounds and Functions

In accordance with law, Thomas MacLaren School shall strive to make reasonable accommodations so that its facilities, vehicles, grounds and functions are accessible for an individual with a disability who is accompanied by a service animal, unless the accommodation would impose an "undue hardship" on Thomas MacLaren School. "Undue hardship" means an action requiring significant difficulty or expense, determined in the manner required by law.

H. Exclusion of Service Animal

Thomas MacLaren School may exclude a service animal from Thomas MacLaren School facilities, vehicles, grounds or functions under the following circumstances:

1. The animal is out of control, and the animal's handler does not take effective action to control it;
2. The animal is not housebroken;
3. The animal poses a direct threat to the health or safety of others; or
4. For any other reason permitted by law.

If Thomas MacLaren School excludes a service animal, Thomas MacLaren School shall provide the individual with a disability the opportunity to participate in the service, program or activity without the service animal on the premises.

I. Access to Areas

Individuals with disabilities may be accompanied by their service animals in all areas of Thomas MacLaren School facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

J. Conflicting Disabilities

Individuals with disabilities that are adversely impacted by service animals should contact the building principal/administrator. Such individuals will be asked to provide documentation that identifies their disabilities and their need for accommodations. (Certain individuals with animal dander allergies or fear of dogs may qualify as individuals with disabilities.) The building principal/administrator shall strive to facilitate a process to resolve the conflict that considers the conflicting needs/accommodations of the disabled individuals involved.

K. Liability

The owner or the handler of a service animal or a service animal-in-training is liable for any and all damages to property or injuries to persons caused by the service animal or service animal-in-training. The owner or the handler of a service animal or a service animal-in-training must also indemnify, defend and hold harmless Thomas MacLaren School from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage or injury caused by the service animal or service animal-in-training.

L. Miniature Horses

Individuals with disabilities may be accompanied by miniature horses to the extent necessary to avoid discrimination on the basis of disability. However, a miniature horse may not accompany such individual if it would require Thomas MacLaren School to fundamentally alter its services, programs or activities or is otherwise determined by Thomas MacLaren School to be unreasonable.

In evaluating "reasonableness," Thomas MacLaren School shall consider:

1. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
2. Whether the handler has sufficient control of the miniature horse;
3. Whether the miniature horse is housebroken; and
4. Whether the miniature horse's presence in a specific facility compromises legitimate and necessary safety requirements.

If Thomas MacLaren School determines that an individual with disabilities may be accompanied by a miniature horse, the provisions of this policy relating to services animals shall apply.

LEGAL REFS:

20 U.S.C. § 1400, et seq., 34 C.F.R. part 300 (Individuals with Disabilities Education Act) 29 U.S.C. § 794, 34 C.F.R. part 104 (Section 504 of Rehabilitation Act of 1973)
42 U.S.C. § 12101, et seq., 28 C.F.R. §§ 35.104, 35.136 (Americans with Disabilities Act) C.R.S. § 22-36-101 (Public Schools of Choice)
C.R.S. § 24-34-803 (Rights of Persons with Assistance Dogs)

Form 1
Request to be Accompanied by Service Animal

Date: _____

Student Name: _____ Employee Name (if applicable): _____

Owner/Handler (parent or student): _____ Location: _____

Is the service animal/miniature horse required by a disability? ____ Yes ____ No

What work or task(s) has the service animal/miniature horse been trained to perform?

Describe:

Type of Animal: ____ Dog ____ Miniature Horse

Name of Animal: _____

Health Services Coordination:

Executive Director Approval: _____

Parent/guardian of student, please submit this request to the appropriate Head of School. Employees, please submit this request to Thomas Maclaren School's Human Resources Department. Completed request forms will be maintained in the student's cumulative file or the employee's personnel file, whichever is applicable.

Form 2
Service Animal Agreement

Student Name: _____ Employee Name (if applicable): _____

Owner/Handler: _____ Parent Name: _____

Type of Animal: ___ Dog ___ Miniature Horse

Request form is attached: ___ Yes ___ No

Agreement:

1. I have read and understand Thomas MacLaren School's service animal policy and regulation, and I will abide by their content.
2. I understand and agree that Thomas MacLaren School may exclude my service animal/miniature horse if:
 - a. the animal is out of control and the animal's handler does not take effective action to control it
 - b. the animal is not housebroken
 - c. the animal poses a direct threat to the health or safety of others
 - d. for any other reason permitted by law.
3. I understand and agree that I am responsible for any and all damage caused by my service animal/miniature horse to Thomas MacLaren School property or to the property of others and for any and all injuries caused by my service animal/miniature horse to any person. I also agree to indemnify, defend and hold Thomas MacLaren School harmless from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage or injury caused by my service animal/miniature horse.

_____ Student Signature (if applicable)	_____ Date
_____ Employee Signature (if applicable)	_____ Date
_____ Owner/Handler Signature	_____ Date
_____ Executive Director Signature	_____ Date

Note: This Agreement is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

A completed copy of this agreement will be maintained in the student's cumulative file or the employee's personnel file, whichever is applicable.